

SERFF Tracking Number:	UNUM-125783121	State:	Arkansas
Filing Company:	Provident Life and Accident Insurance Company	State Tracking Number:	40031
Company Tracking Number:	NAIC		
TOI:	LTC03I Individual Long Term Care	Sub-TOI:	LTC03I.001 Qualified
Product Name:	Individual Long Term Care		
Project Name/Number:	NAIC/		

Filing at a Glance

Company: Provident Life and Accident Insurance Company

Product Name: Individual Long Term Care

SERFF Tr Num: UNUM-125783121 State: ArkansasLH

TOI: LTC03I Individual Long Term Care

SERFF Status: Closed

State Tr Num: 40031

Sub-TOI: LTC03I.001 Qualified

Co Tr Num: NAIC

State Status: Approved-Closed

Filing Type: Form/Rate

Co Status:

Reviewer(s): Harris Shearer

Authors: Jay Burt, Kerith Peary,
Karen Sabasteanski

Disposition Date: 10/14/2008

Date Submitted: 08/21/2008

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: NAIC

Status of Filing in Domicile: Authorized

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 10/14/2008

State Status Changed: 10/14/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

August 19, 2008

Julie Benafield Bowman

Commissioner of Insurance

SERFF Tracking Number: UNUM-125783121 State: Arkansas
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State of Arkansas
Department of Insurance
1200 West 3rd Street
Little Rock, AR 72201-1904

RE: Provident Life and Accident Insurance Company
Individual Long Term Care
NAIC #565-68195 FEIN #62-0331200
I.PA.NAIC06, Policy Amendment
APOCNF5Y – Accelerated Payment Option Rider (5 Year)
APOCNF10Y – Accelerated Payment Option Rider (10 Year)
APOCNFT65 – Accelerated Payment Option Rider (To Age 65)
6617-03-2, Things You Should Know
AE-8000, Potential Rate Increase Disclosure Form
Addendum to Actuarial Memorandum/Certification
Rates

Dear Commissioner Benafield Bowman:

Enclosed please find a policy amendment, new accelerated payment option riders and consumer disclosure forms for your review and approval. These forms apply to our LTC03, et al. policies, approved by your department on November 11, 2002.

The intent of the filing is to comply with Arkansas Long Term Care Insurance Rule 13, effective July 1, 2008, and revise certain other provisions for clarification purposes.

Policy Amendment I.PA.NAIC06 describes changes that will be made to the LTC03, et al policies, i.e., adding a paragraph to the RIGHT OF APPEAL provision; adding two new provisions, INCREASES IN COVERAGE AND DECREASES IN COVERAGE; and revising the INCONTESTABILITY provision. Insureds who were issued a policy on or after July 1, 2008, but prior to approval of this filing, will be sent policy amendment I.PA.NAIC06. For policies issued

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after approval of this filing, the changes described in the amendment will be incorporated within the LTC03, et al policies.

The Accelerated Payment Option Riders (APO) are new and will replace any Accelerated Payment Option rider that is issued on or after July 1, 2008. The only difference between the APO riders is the duration of premium payments. These APO riders contain a new contingent non-forfeiture provision required for fixed or limited premium paying periods. We are including an Addendum to the Actuarial Memorandum and rates, currently on file, for this new provision. We respectfully request non-disclosure of this information, if your Department grants it. There are no other changes that impact rates already on file.

Things You Should Know form # 6617-03-2 replaces form #6617-03-AK, deemed on December 1, 2006. The only difference between the forms is the form number itself. We changed it for internal system reasons.

Potential Rate Increase Disclosure Form # AE-8000 replaces # 6660-03, approved on December 11, 2002. The difference is that the new form includes a "reduced paid-up contingent nonforfeiture benefit" for coverage with fixed or limited premium payment periods. The new form complies with Arkansas Long Term Care Insurance Rule 13.

Thank you in advance for your attention to our filing. Please feel free to contact me if you have questions or need additional information. I can be reached by phone at: 207-575-5738 or by email at: jburt@unum.com.

Sincerely,

Jay K. Burt
Senior Contract Analyst
Long Term Care Contract Compliance & Filing

Enc.

SERFF Tracking Number: UNUM-125783121 State: Arkansas

Filing Company: Provident Life and Accident Insurance Company State Tracking Number: 40031

Company Tracking Number: NAIC

TOI: LTC03I Individual Long Term Care Sub-TOI: LTC03I.001 Qualified

Product Name: Individual Long Term Care

Project Name/Number: NAIC/

Company and Contact

Filing Contact Information

Jay Burt, Senior Contract Analyst jkburt@unum.com
 2211 Congress Street (207) 575-5738 [Phone]
 Portland, ME 04122 (423) 209-3499[FAX]

Filing Company Information

Provident Life and Accident Insurance Company	CoCode: 68195	State of Domicile: Tennessee
1 Fountain Square	Group Code: 565	Company Type:
Chattanooga, TN 37402	Group Name:	State ID Number:
(800) 451-8475 ext. [Phone]	FEIN Number: 62-0331200	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	Rates and Forms = \$50.00
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Provident Life and Accident Insurance Company	\$50.00	08/21/2008	22062925

SERFF Tracking Number:	UNUM-125783121	State:	Arkansas
Filing Company:	Provident Life and Accident Insurance Company	State Tracking Number:	40031
Company Tracking Number:	NAIC		
TOI:	LTC031 Individual Long Term Care	Sub-TOI:	LTC031.001 Qualified
Product Name:	Individual Long Term Care		
Project Name/Number:	NAIC/		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor (FM)	10/14/2008	10/14/2008

SERFF Tracking Number: UNUM-125783121 *State:* Arkansas
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Product Name: Individual Long Term Care
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Disposition

Disposition Date: 10/14/2008

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: UNUM-125783121 State: Arkansas

Filing Company: Provident Life and Accident Insurance Company State Tracking Number: 40031

Company Tracking Number: NAIC

TOI: LTC03I Individual Long Term Care Sub-TOI: LTC03I.001 Qualified

Product Name: Individual Long Term Care

Project Name/Number: NAIC/

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	No
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Supporting Document	Actuarial Certification Exhibit 1	Approved-Closed	No
Supporting Document	Actuarial Certification Exhibit 2	Approved-Closed	No
Supporting Document	Actuarial Addendum	Approved-Closed	No
Form	Potential Rate Increase Disclosure Form	Approved-Closed	Yes
Form	Things You Should Know	Approved-Closed	Yes
Form	Accelerated Payment Option 5 Years	Approved-Closed	Yes
Form	Accelerated Payment Option 10 Years	Approved-Closed	Yes
Form	Accelerated Payment Option To Age 65	Approved-Closed	Yes
Form	LTC03 Amendment	Approved-Closed	Yes
Rate	APO Rates	Approved-Closed	Yes

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Form Schedule

Lead Form Number: AE-8000

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	AE-8000	Other	Potential Rate Increase Disclosure Form	Revised	Replaced Form #: 6660-03 Previous Filing #:		AE-8000.pdf
Approved-Closed	6617-03-2	Other	Things You Should Know	Revised	Replaced Form #: 6617-03-AK Previous Filing #:		6617-03-2.pdf
Approved-Closed	APOCNF5Y	Other	Accelerated Payment Option 5 Years	Revised	Replaced Form #: APO503 Previous Filing #:		APOCNF5Y with CNF.pdf
Approved-Closed	APOCNF10Y	Other	Accelerated Payment Option 10 Years	Revised	Replaced Form #: APO1003 Previous Filing #:		APOCNF10Y with CNF.pdf
Approved-Closed	APOCNFT65	Other	Accelerated Payment Option To Age 65	Revised	Replaced Form #: APOT6503 Previous Filing #:		APOCNFT65 with CNF.pdf
Approved-Closed	I.PA.NAIC06	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	LTC03 Amendment	Initial			LTC03-Amendment.pdf



Long Term Care Insurance Potential Rate Increase Disclosure Form

Premium Rates

Premium rate that is applicable to you and that will be in effect until a request is made and approved for an increase is on the application. The premium rate for this policy is also shown on the schedule page of your policy.

Premium Adjustments

Any change in premium will be effective on your Policy Anniversary Date. We will send you written notice at least 60 days in advance.

Potential Rate Revisions

This policy is Guaranteed Renewable. This means that the rates for this policy may be increased in the future. Your rates can NOT be increased due to your increasing age or declining health, but your rates may go up based on the experience of all policyholders with a policy similar to yours. If you receive a premium rate increase in the future, you will be notified of the new premium amount and you will be able to exercise at least one of the following options:

- Pay the increased premium and continue your policy in force as is.
- Reduce your policy benefits to a level such that your premiums will not increase. (Subject to state law minimum standards.)
- Exercise your non-forfeiture option if purchased. (This option is available for purchase for an additional premium.
- Exercise your contingent non-forfeiture rights.* (This option may be available if you do not purchase a separate non-forfeiture option).

*Contingent Non-Forfeiture

If the premium rate for your policy goes up in the future and you didn't buy a non-forfeiture option, you may be eligible for contingent non-forfeiture. Here's how to tell if you are eligible:

You will keep some long-term care insurance coverage, if:

- (a) Your premium after the increase exceeds your original premium by the percentage shown (or more) in the following table; and
- (b) You lapse (not pay more premiums) within 120 days of the increase;

The amount of coverage (i.e. new lifetime maximum benefit amount) you will keep will equal the total amount of premiums you have paid since your policy was first issued. If you have already received benefits under the policy, so that the remaining maximum benefit amount is less than the total amount of premiums you have paid, the amount of coverage will be that remaining amount. Except for this reduced lifetime maximum benefit amount, all other policy benefits will remain at the levels attained at the time of the lapse and will not increase thereafter. Should you choose this Contingent Non-Forfeiture option your policy with this reduced maximum benefit amount will be considered paid up with no further premiums due.

Example: You bought the policy at age 65 and paid the \$1,000 annual premium for 10 years, so you have paid a total of \$10,000 in premium. In the eleventh year, you receive a rate increase of 50%, or \$500 for a new annual premium of \$1,500, and you decide to lapse the policy (not pay any more premiums). Your paid-up policy benefits are \$10,000 (provided you have at least \$10,000 of benefits remaining under your policy).

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Cumulative Premium Increase over Initial Premium that qualifies for Contingent Non-Forfeiture. Percentage increase is cumulative from date of original issue. It does NOT represent a one-time increase.

Issue Age	Percent Increase Over Initial Premium	Issue Age	Percent Increase Over Initial Premium
29 and under	200%	72	36%
30-34	190%	73	34%
35-39	170%	74	32%
40-44	150%	75	30%
45-49	130%	76	28%
50-54	110%	77	26%
55-59	90%	78	24%
60	70%	79	22%
61	66%	80	20%
62	62%	81	19%
63	58%	82	18%
64	54%	83	17%
65	50%	84	16%
66	48%	85	15%
67	46%	86	14%
68	44%	87	13%
69	42%	88	12%
70	40%	89	11%
71	38%	90 and over	10%

If your coverage includes a 5 – Year; 10 – Year; or To Age 65 Accelerated Payment Option Rider, in addition to the contingent non-forfeiture benefits described above, the following reduced “paid-up” contingent non-forfeiture benefit is an option even if you selected a non-forfeiture benefit when you purchased your coverage. If both the reduced “paid-up” benefit AND the contingent benefit described above are triggered by the same rate increase, you can chose either of the two benefits.

You are eligible for the reduced “paid-up” contingent non-forfeiture benefit when all three conditions shown below are met:

1. The premium you are required to pay after the rate increase exceeds your original premium by the same percentage or more shown in the chart below:

TRIGGERS FOR A SUBSTANTIAL PREMIUM INCREASE -

Issue Age	Percent Increase Over Initial Premium
Under 65	50%
65 – 80	30%
Over 80	10%

2. You stop paying your premiums within 120 days of when the premium increase took effect; AND
3. The ratio of the number of months you already paid premiums is 40% or more than the number of months you originally agreed to pay.

If you exercise this option, your coverage will be converted to a reduced “paid-up” status. This means there will be no additional premiums required. Your benefits will change in the following ways:

- (a) The total lifetime amount of benefits your reduced “paid-up” coverage will provide can be determined by multiplying 90% of the lifetime benefit amount at the time the coverage becomes “paid-up” by the ratio of the number of months you already paid premiums to the number of months you agreed to pay them.
- (b) The daily benefit amounts you purchased will also be adjusted by the same ratio.

If you purchased lifetime benefits, only the daily benefit amounts you purchased will be adjusted by the applicable ratio.

Example:

- You bought the coverage at age 65 with an annual premium payable for 10 years.
- In the sixth (6th) year, you receive a rate increase of 35% and you decided to stop paying premiums.
- Because you have already paid 50% of your total premium payments and that is more than the 40% ratio, your “paid-up” coverage benefits are .45 (.90 times .50) times the total benefit amount that was in effect when you stopped paying your premiums. If you purchased inflation protection, it will not continue to apply to benefits in the reduced “paid-up” coverage.



Things You Should Know Before You Buy Long Term Care

Long Term Care Insurance	<ul style="list-style-type: none">• A long term care insurance policy may pay most of the costs for your care in a nursing home. Many policies also pay for care at home or other community settings. Since policies can vary in coverage, you should read this policy and make sure you understand what it covers before you buy it.• You should not buy this insurance policy unless you can afford to pay the premiums every year. Remember that the company can increase premiums in the future.• The personal worksheet includes questions designed to help you and the company determine whether this policy is suitable for your needs.
Medicare	<ul style="list-style-type: none">• Medicare does not pay for most of long term care expenses.
Medicaid	<ul style="list-style-type: none">• Medicaid will generally pay for long term care if you have very little income and few assets. You probably should not buy this policy if you are now eligible for Medicaid.• Many people become eligible for Medicaid after they have used up their own financial resources by paying for long term care services.• When Medicaid pays your spouse's nursing home bills, you are allowed to keep your house and furniture, a living allowance and some of your joint assets.• Your choice of long term care services may be limited if you are receiving Medicaid. To learn more about Medicaid, contact your local and state Medicaid agency.
Shopper's Guide	<ul style="list-style-type: none">• Make sure the insurance company or producer gives you a copy of a booklet called the "Guide to Long Term Care". Read it carefully. If you have decided to apply for long term care insurance, you have the right to return the policy within 30 days and get back any premium you have paid if you are dissatisfied for any reason or choose not to purchase the policy.
Counseling	<ul style="list-style-type: none">• Free counseling and additional information about long term care insurance are available through your state's insurance counseling program. Contact your state department on aging for more information about the senior health insurance counseling program in your state.
Facilities	<ul style="list-style-type: none">• Some long term care insurance contracts provide for benefit payments in certain facilities only if they are licensed or certified, such as in assisted living centers. However, not all states regulate these facilities in the same way. Also, many people move into a different state from where they purchased their long term care policy. Read the policy carefully to determine what types of facilities qualify for benefit payments, and to determine that payment for a covered service will be made if you move to a state that has a different licensing scheme for facilities than the one in which you purchased the policy.

Underwritten by:
Provident Life and Accident Insurance Company
One Fountain Square
Chattanooga, Tennessee 37402

ACCELERATED PAYMENT OPTION RIDER

This rider is part of the Policy to which it is attached. The rights provided by this rider are subject to the terms and conditions of this rider and the rest of the Policy. This rider becomes effective on the later of the Premium Effective Date or the Rider Date shown in the **Schedule Of Benefits**. Premiums for this rider are payable at the same time and under the same conditions as premiums for the Policy.

5 YEAR - ACCELERATED PAYMENT OPTION

“5 Policy Years” means payment of premiums that cover 5 consecutive years of insurance coverage beginning with the Accelerated Payment Option Premium Effective Date shown in your **Schedule Of Benefits**. Any period for which premium has been waived for a Chronic Illness will count toward the 5 Policy Years.

Provided that your premium payments have been paid for 5 Policy years, your coverage will automatically be renewed for the rest of your life without any further premium payments. The LTC Facility Daily Benefit and the Lifetime Maximum Benefit of your continued coverage will be the amounts in effect on the Accelerated Payment Option Premium Effective Date shown in **Schedule Of Benefits**. If you have purchased a Benefit Increase or Inflation Protection rider, your LTC Facility Daily Benefit and Lifetime Maximum Benefit will continue to increase after the required payment period ends and are subject to all the terms and conditions of the Benefit Increase or Inflation Protection rider.

The Accelerated Payment Option is subject to all the terms and conditions of the Policy.

CONTINGENT NONFORFEITURE FOR FIXED PREMIUM PAYMENT PERIOD

If your premium rates increase to a level that results in a cumulative increase in your annual premium that is equal to or exceeds the percentage of your initial annual premium, shown in the chart below based on your issue age; and your coverage lapses within 120 days of the due date of the premium increase; and the ratio described in item (c) below is forty percent (40%) or more, you may elect to:

- (a) continue to pay the required premium;
- (b) reduce your benefits provided by the current coverage without the requirement of underwriting so that your required premium payments are not increased;
- (c) convert your coverage to a paid-up status where the benefit amount payable is ninety percent (90%) of the amount payable in effect immediately prior to lapse, times the ratio of the number of completed months of paid premiums divided by the number of months in the premium paying period; or
- (d) convert your coverage to a paid-up status under the Contingent Non-Forfeiture provision of the policy, if eligible.

In no event will your Lifetime Maximum Benefit:

- be less than 30 days of your LTC Facility Daily Benefit; or
- exceed that which would have been paid had you not stopped paying premiums.

If this Policy contains a Benefit Increase rider, Inflation Protection Benefit rider and/or Restoration of Benefits rider, no Benefit Increases, Inflation Protection increases or Restoration of Benefits will be made after the end of the period for which premiums were last remitted to us for this Policy.

FOR EXAMPLE:

Meets the 40% Requirement Described Above	Does Not Meet the 40% Requirement Described Above
Your LTC Facility Daily Benefit Amount = \$100 (multiply your LTC Facility Daily Benefit Amount by 90%): $\\$100 \times .90 = \\90	Your LTC Facility Daily Benefit Amount = \$100 (multiply your LTC Facility Daily Benefit Amount by 90%) $\\$100 \times .90 = \\90
Number of months in premium paying period = 60 months	Number of months in premium paying period = 60 months
Number of completed months of paid premiums = 24 $24 \div 60 = 40\%$	Number of completed months of paid premiums = 12 $12 \div 60 = 20\%$
Daily LTC Facility Benefit Amount payable under paid-up status = $\\$90 \times 40\% = \\36	N/A: Coverage will convert according to item (d) above, if applicable
If your coverage includes home care, your home care benefit amount payable will be the LTC Facility Benefit Amount payable multiplied by the home care percentage you've elected.	N/A: Coverage will convert according to item (d) above, if applicable

A default or lapse at any time during the 120-day period shall be deemed your election to convert your coverage to a paid-up status as described in item (c) above.

Triggers for a Substantial Premium Increase:

Issue Age	Percent Increase Over Initial Premium
Under 65	50%
65 – 80	30%
Over 80	10%

TERMINATION OF THE RIDER

Your Accelerated Payment Option rider will terminate on the earlier of:

- the day after we receive your written request to cancel this rider; or
- the day the Policy terminates.

Signed for us at our Home Office on the effective date of this rider.



Vice President, Corporate Secretary and Assistant General Counsel

Underwritten by:
Provident Life and Accident Insurance Company
One Fountain Square
Chattanooga, Tennessee 37402

ACCELERATED PAYMENT OPTION RIDER

This rider is part of the Policy to which it is attached. The rights provided by this rider are subject to the terms and conditions of this rider and the rest of the Policy. This rider becomes effective on the later of the Premium Effective Date or the Rider Date shown in the **Schedule Of Benefits**. Premiums for this rider are payable at the same time and under the same conditions as premiums for the Policy.

10 YEAR - ACCELERATED PAYMENT OPTION

“10 Policy Years” means payment of premiums that cover 10 consecutive years of insurance coverage beginning with the Accelerated Payment Option Premium Effective Date shown in your **Schedule Of Benefits**. Any period for which premium has been waived for a Chronic Illness will count toward the 10 Policy Years.

Provided that your premium payments have been paid for 10 Policy Years, your coverage will automatically be renewed for the rest of your life without any further premium payments. The LTC Facility Daily Benefit and the Lifetime Maximum Benefit of your continued coverage will be the amounts in effect on the Accelerated Payment Option Premium Effective Date shown in the **Schedule of Benefits**. If you have purchased a Benefit Increase or Inflation Protection rider, your LTC Facility Daily Benefit and Lifetime Maximum Benefit will continue to increase after the required payment period ends and are subject to all the terms and conditions of the Benefit Increase or Inflation Protection rider.

The Accelerated Payment Option is subject to all the terms and conditions of the Policy.

CONTINGENT NONFORFEITURE FOR FIXED PREMIUM PAYMENT PERIOD

If your premium rates increase to a level that results in a cumulative increase in your annual premium that is equal to or exceeds the percentage of your initial annual premium, shown in the chart below based on your issue age; and your coverage lapses within 120 days of the due date of the premium increase; and the ratio described in item (c) below is forty percent (40%) or more, you may elect to:

- (a) continue to pay the required premium;
- (b) reduce your benefits provided by the current coverage without the requirement of underwriting so that your required premium payments are not increased;
- (c) convert your coverage to a paid-up status where the benefit amount payable is ninety percent (90%) of the amount payable in effect immediately prior to lapse, times the ratio of the number of completed months of paid premiums divided by the number of months in the premium paying period; or
- (d) convert your coverage to a paid-up status under the Contingent Non-Forfeiture provision of the policy, if eligible.

- be less than 30 days of your LTC Facility Daily Benefit; or
- exceed that which would have been paid had you not stopped paying premiums.

If this Policy contains a Benefit Increase rider, Inflation Protection Benefit rider and/or Restoration of Benefits rider, no Benefit Increases, Inflation Protection increases or Restoration of Benefits will be made after the end of the period for which premiums were last remitted to us for this Policy.

FOR EXAMPLE:

Meets the 40% Requirement Described Above	Does Not Meet the 40% Requirement Described Above
Your LTC Facility Daily Benefit Amount = \$100 (multiply your LTC Facility Daily Benefit Amount by 90%): $\\$100 \times .90 = \\90	Your LTC Facility Daily Benefit Amount = \$100 (multiply your LTC Facility Daily Benefit Amount by 90%) $\\$100 \times .90 = \\90
Number of months in premium paying period = 120 months	Number of months in premium paying period = 120 months
Number of completed months of paid premiums = 48 $48 \div 120 = 40\%$	Number of completed months of paid premiums = 12 $12 \div 120 = 20\%$
Daily LTC Facility Benefit Amount payable under paid-up status = $\\$90 \times 40\% = \\36	N/A: Coverage will convert according to item (d) above, if applicable
If your coverage includes home care, your home care benefit amount payable will be the LTC Facility Benefit Amount payable multiplied by the home care percentage you've elected.	N/A: Coverage will convert according to item (d) above, if applicable

A default or lapse at any time during the 120-day period shall be deemed your election to convert your coverage to a paid-up status as described in item (c) above.

Triggers for a Substantial Premium Increase:

Issue Age	Percent Increase Over Initial Premium
Under 65	50%
65 – 80	30%
Over 80	10%

TERMINATION OF THE RIDER

Your Accelerated Payment Option rider will terminate on the earlier of:

- the day after we receive your written request to cancel this rider; or
- the day the Policy terminates.

Signed for us at our Home Office on the effective date of this rider.



Vice President, Corporate Secretary and Assistant General Counsel

Underwritten by:
Provident Life and Accident Insurance Company
One Fountain Square
Chattanooga, Tennessee 37402

ACCELERATED PAYMENT OPTION RIDER

This rider is part of the Policy to which it is attached. The rights provided by this rider are subject to the terms and conditions of this rider and the rest of the Policy. This rider becomes effective on the later of the Premium Effective Date or the Rider Date shown in the **Schedule Of Benefits**. Premiums for this rider are payable at the same time and under the same conditions as premiums for the Policy.

TO AGE 65 - ACCELERATED PAYMENT OPTION

“To Age 65” means payment of premium that covers consecutive years of insurance coverage up to the Policy Anniversary immediately following your 65th birthday, beginning with the Accelerated Payment Option Premium Effective Date shown in your **Schedule Of Benefits**. Any period for which premium has been waived for a Chronic Illness will count toward the To Age 65 option.

Provided that your premium payments are continued up to the Policy Anniversary immediately following your 65th birthday, your coverage will automatically be renewed for the rest of your life without any further premium payments. The LTC Facility Daily Benefit and the Lifetime Maximum Benefit of your continued coverage will be the amounts in effect on the Accelerated Payment Option Premium Effective Date shown in the **Schedule Of Benefits**. If you have purchased a Benefit Increase or Inflation Protection rider, your LTC Facility Daily Benefit and your Lifetime Maximum Benefit will continue to increase after the required payment period ends and are subject to all the terms and conditions of the Benefit Increase or Inflation Protection rider.

The Accelerated Payment Option is subject to all the terms and conditions of the Policy.

CONTINGENT NONFORFEITURE FOR FIXED PREMIUM PAYMENT PERIOD

If your premium rates increase to a level that results in a cumulative increase in your annual premium that is equal to or exceeds the percentage of your initial annual premium, shown in the chart below based on your issue age; and your coverage lapses within 120 days of the due date of the premium increase; and the ratio described in item (c) below is forty percent (40%) or more, you may elect to:

- (a) continue to pay the required premium;
- (b) reduce your benefits provided by the current coverage without the requirement of underwriting so that your required premium payments are not increased;
- (c) convert your coverage to a paid-up status where the benefit amount payable is ninety percent (90%) of the amount payable in effect immediately prior to lapse, times the ratio of the number of completed months of paid premiums divided by the number of months in the premium paying period; or
- (d) convert your coverage to a paid-up status under the Contingent Non-Forfeiture provision of the policy, if eligible.

In no event will your Lifetime Maximum Benefit:

- be less than 30 days of your LTC Facility Daily Benefit; or
- exceed that which would have been paid had you not stopped paying premiums.

If this Policy contains a Benefit Increase rider, Inflation Protection Benefit rider and/or Restoration of Benefits rider, no Benefit Increases, Inflation Protection increases or Restoration of Benefits will be made after the end of the period for which premiums were last remitted to us for this Policy.

FOR EXAMPLE:

Meets the 40% Requirement Described Above	Does Not Meet the 40% Requirement Described Above
Your LTC Facility Daily Benefit Amount = \$100 (multiply your LTC Facility Daily Benefit Amount by 90%): $\\$100 \times .90 = \\90	Your LTC Facility Daily Benefit Amount = \$100 (multiply your LTC Facility Daily Benefit Amount by 90%) $\\$100 \times .90 = \\90
Age at time of purchase = 50	Age at time of purchase = 50
Number of months in premium paying period = 180 months	Number of months in premium paying period = 180 months
Number of completed months of paid premiums = 108 $108 \div 180 = 60\%$	Number of completed months of paid premiums = 36 $36 \div 180 = 20\%$
Daily LTC Facility Benefit Amount payable under paid-up status = $\\$90 \times 60\% = \\54	N/A: Coverage will convert according to item (d) above, if applicable
If your coverage includes home care, your home care benefit amount payable will be the LTC Facility Benefit Amount payable multiplied by the home care percentage you've elected.	N/A: Coverage will convert according to item (d) above, if applicable

A default or lapse at any time during the 120-day period shall be deemed your election to convert your coverage to a paid-up status as described in item (c) above.

Triggers for a Substantial Premium Increase:

Issue Age	Percent Increase Over Initial Premium
Under 65	50%
65 – 80	30%
Over 80	10%

TERMINATION OF THE RIDER

Your Accelerated Payment Option rider will terminate on the earlier of:

- the day after we receive your written request to cancel this rider; or
- the day the Policy terminates.

Signed for us at our Home Office on the effective date of this rider.



Vice President, Corporate Secretary and Assistant General Counsel



AMENDMENT

Provident Life and Accident Insurance Company has made the following changes to previously approved policy forms LTC03, LTCP03, LTCT03, RLTC03 and RLTCP03:

1. The following sentence will be added to the last paragraph of the **"RIGHT OF APPEAL"** provision of the **CLAIM INFORMATION** section of the Policy:

"We will make available, within 60 (sixty) days of a written request from you or your authorized representative, all information directly related to the denial of your claim.

2. The following provision, **"INCREASES IN COVERAGE"** will be added to the **PREMIUMS** section of the Policy and will follow the **"REFUND OF PREMIUM DUE TO TERMINATION OR CANCELLATION OF THE POLICY"** provision:

INCREASES IN COVERAGE

You can apply at any time to increase your coverage by filling out a new Application for Long Term Care Insurance form. An increase in coverage may include, but is not limited to, an increase in your Daily Benefit or your Lifetime Maximum Benefit.

No increased or additional coverage will become effective unless we approve your Long Term Care Insurance application for such change. If we approve your changes in coverage, you must pay the new premium due. The premium for the increase in coverage will be based on your age at the time you applied for the increase. You will be notified of the new premium due amount and the date it is due.

3. The following provision, **"DECREASES IN COVERAGE"** will be added to the **PREMIUMS** section of the Policy and will follow the new **"INCREASES IN COVERAGE"** provision described above:

DECREASES IN COVERAGE

You have the right to reduce your coverage and lower your premium, at any time, in **at least** one of the following ways:

- Reducing your Lifetime Maximum Benefit Amount (shown on the **POLICY SCHEDULE** page);
or
- Reducing your Daily Benefit Amount (shown on the **POLICY SCHEDULE** page); or
- Reducing your home care percentage, if greater than 50% (shown on the **POLICY SCHEDULE** page).

Your request to decrease your coverage must be submitted to us in writing, and must be signed and dated by you. The premium rate to be paid for any decreases in coverage will be based on your age at the time your original policy was issued.



4. The “**INCONTESTABILITY**” provision found in the **GENERAL PROVISIONS** section of the Policy has been revised to conform more closely with Section 7 of the Long Term Care Model Act, 4 NAIC *Model Laws, Regulations and Guidelines*, 640-1 (2006).

INCONTESTABILITY

If this Policy has been in force for less than six (6) months, we may rescind this Policy or deny an otherwise valid claim (relating to a Chronic Illness commencing prior to the expiration of such six (6) month period) upon a showing of misrepresentation that is material to the acceptance for coverage.

If this Policy has been in force for at least six (6) months but less than two (2) years, we may rescind this Policy or deny an otherwise valid claim (relating to a Chronic Illness commencing during such six (6) months to two (2) year period) upon a showing of misrepresentation that is **both** material to the acceptance for coverage **and** which pertains to the condition for which benefits are sought.

If this Policy has been in force for two (2) years or more, it is not contestable upon the grounds of misrepresentation alone. Such Policy may only be contested upon a showing that you knowingly and intentionally misrepresented relevant facts relating to your health.

If this Policy is reinstated, the time periods applicable to this provision will be measured from the reinstatement date.

If we paid benefits under this Policy, the benefit payments may not be recovered by us in the event that the coverage is rescinded unless the rescission is due to you knowingly and intentionally misrepresenting facts relating to your health.

5. The provision “**BENEFIT PAYMENT**” found in the **BENEFIT** section of the Policy will be revised by the addition of “if applicable” to the following sentence within the paragraph titled “**If you are eligible for a Professional Home and Community Care Daily Benefit**”:

“We will also require a copy of the Licensed Home Health Care Agency’s state license, if applicable, or the Licensed Home Health Care Professional’s state license to practice in his/her respective field prior to payment of benefits.”

The effective date of these changes is the later of July 1, 2008 or the Policy Effective Date.

Dated at Portland, Maine this August 19, 2008

Provident Life and Accident Insurance Company

By: 
Secretary

<i>SERFF Tracking Number:</i>	<i>UNUM-125783121</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Provident Life and Accident Insurance Company</i>	<i>State Tracking Number:</i>	<i>40031</i>
<i>Company Tracking Number:</i>	<i>NAIC</i>		
<i>TOI:</i>	<i>LTC031 Individual Long Term Care</i>	<i>Sub-TOI:</i>	<i>LTC031.001 Qualified</i>
<i>Product Name:</i>	<i>Individual Long Term Care</i>		
<i>Project Name/Number:</i>	<i>NAIC/</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number:	UNUM-125783121	State:	Arkansas
Filing Company:	Provident Life and Accident Insurance Company	State Tracking Number:	40031
Company Tracking Number:	NAIC		
TOI:	LTC03I Individual Long Term Care	Sub-TOI:	LTC03I.001 Qualified
Product Name:	Individual Long Term Care		
Project Name/Number:	NAIC/		

Rate/Rule Schedule

Review Status:	Document Name:	Affected Form Numbers: (Separated with commas)	Rate Action:	Rate Action Information:	Attachments
Approved-Closed	APO Rates	LTC03, LTCP03, New LTCT03, RLTC03, RLTCP03			APO Rates - LTC03 National.pdf

Provident Life and Accident Insurance Company

TABLE APO

Accelerated Payment Option (APO)

Age	1 Year	5 Year	10 Year	To Age 65
30	33.75	7.52	4.11	1.92
31	33.25	7.41	4.06	1.92
32	32.75	7.30	3.99	1.92
33	32.50	7.19	3.93	1.92
34	31.97	7.08	3.86	1.92
35	31.48	6.99	3.82	1.92
36	30.83	6.86	3.75	1.92
37	30.10	6.74	3.69	1.92
38	29.62	6.63	3.62	1.92
39	29.18	6.52	3.56	1.92
40	28.65	6.41	3.50	1.92
41	27.93	6.29	3.43	1.92
42	27.60	6.17	3.38	1.92
43	27.05	6.05	3.32	1.92
44	26.40	5.90	3.24	1.93
45	25.66	5.78	3.16	1.95
46	25.35	5.78	3.16	1.97
47	25.08	5.72	3.13	2.01
48	24.79	5.66	3.10	2.05
49	24.22	5.53	3.05	2.09
50	23.75	5.43	2.99	2.14
51	23.13	5.29	2.92	2.19
52	22.55	5.17	2.86	2.27
53	21.94	5.03	2.78	2.35
54	21.35	4.89	2.71	2.45
55	20.87	4.79	2.66	2.66
56	20.31	4.56	2.53	-
57	19.76	4.42	2.45	-
58	19.25	4.31	2.38	-
59	18.66	4.18	2.32	-
60	18.11	4.06	2.27	-
61	17.56	3.95	2.21	-
62	17.02	3.83	2.14	-
63	16.49	3.72	2.09	-
64	15.95	3.60	2.03	-
65	15.43	3.49	1.97	-
66	14.90	3.37	1.92	-
67	14.38	3.27	1.87	-
68	13.87	3.15	1.82	-
69	13.36	3.05	1.76	-
70	12.85	2.94	1.71	-
71	12.20	2.84	1.66	-
72	11.58	2.73	1.62	-
73	11.00	2.64	1.58	-
74	10.44	2.53	1.53	-
75	9.91	2.35	1.47	-
76	9.46	2.26	1.44	-
77	9.03	2.17	1.41	-
78	8.60	2.10	1.38	-
79	8.20	2.02	1.35	-
80	7.80	1.94	1.32	-
81	7.42	1.88	1.30	-
82	7.06	1.81	1.29	-
83	6.71	1.75	1.27	-
84	6.39	1.69	1.26	-
85	6.04	1.64	1.24	-
86	5.77	1.60	1.23	-
87	5.52	1.55	1.22	-
88	5.29	1.51	1.22	-
89	5.06	1.48	1.21	-
90	4.85	1.45	1.21	-
91	4.65	1.43	1.20	-
92	4.46	1.42	1.20	-
93	4.28	1.42	1.20	-
94	4.13	1.41	1.20	-
95	3.98	1.41	1.20	-
96	3.84	1.40	1.20	-
97	3.72	1.39	1.20	-
98	3.61	1.38	1.19	-
99	3.50	1.37	1.19	-
100	3.39	1.35	1.19	-

SERFF Tracking Number: UNUM-125783121 State: Arkansas
Filing Company: Provident Life and Accident Insurance Company State Tracking Number: 40031
Company Tracking Number: NAIC
TOI: LTC031 Individual Long Term Care Sub-TOI: LTC031.001 Qualified
Product Name: Individual Long Term Care
Project Name/Number: NAIC/

Supporting Document Schedules

Satisfied -Name:	Certification/Notice	Review Status:	Approved-Closed	10/14/2008
Comments:				
Attachment:				
Certificate of Compliance AR Rule and Reg 19.pdf				
Bypassed -Name:	Application	Review Status:	Approved-Closed	10/14/2008
Bypass Reason:	Not Applicable			
Comments:				
Bypassed -Name:	Outline of Coverage	Review Status:	Approved-Closed	10/14/2008
Bypass Reason:	Not Applicable			
Comments:				

Certificate of Compliance with Arkansas Rule and Regulation 19

Insurer: Provident Life and Accident Insurance Company

Form Number(s): I.PA.NAIC06, Policy Amendment

APOCNF5Y – Accelerated Payment Option Rider (5 Year)

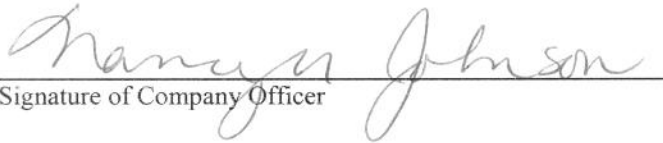
APOCNF10Y – Accelerated Payment Option Rider (10 Year)

APOCNFT65 – Accelerated Payment Option Rider (To Age 65)

6617-03-2, Things You Should Know

AE-8000, Potential Rate Increase Disclosure Formm

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19.



Signature of Company Officer

Nancy H. Johnson

Name

Vice-President Contract, Compliance & Filing

Title

August 19, 2008

Date